



REQUEST FOR PROPOSAL Notice to Prospective Candidates

May 25, 2004

You are invited to review and respond to this Request for Proposal (RFP **03PS5440**), entitled "Steam Power Plant Operator Training". In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.dgs.ca.gov/contracts. If you do not have Internet access, a hard copy can be obtained by contacting the person listed below.

In the opinion of the California Public Utilities Commission (Commission), this RFP is complete and without need of explanation. However, if you have questions and/or need clarifying information, the contact person for this RFP is:

Rick Tse
California Public Utilities Commission
(415) 355-5581

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Ivan Jen
Contract Administrator
415-355-4994

REQUEST FOR PROPOSAL

for

“STEAM POWER PLANT OPERATOR TRAINING”

**To Provide Technical Assistance to the
Commission’s
Plant Outage Inspection Team (Team)**

(RFP 03PS5440)

May 25, 2004

Prepared by:

The California Public Utilities Commission

505 Van Ness Avenue

San Francisco, CA 94102

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1. Purpose and Description of Services

1.1 Introduction

In this Request for Proposal (RFP), the California Public Utilities Commission's (Commission) Consumer Protection and Safety Division (CPSD) solicits qualified bidders for Consultant (or Contractor) services to provide training to the Commission's Power Plant Outage Inspection Team. The contract is anticipated to start June 30th, 2004 and extend through May 31st, 2005.

1.2 Background

During the height of the California energy crisis, the state's electric generation facilities experienced extraordinary levels of unavailability due to alleged mechanical failures, and adversely affected the reliability of California's electricity generation and distribution systems. The Governor responded to this problem by issuing Executive Order D-23-01 on February 15, 2001. Further, ABX2 28 and SBX2 39 were enacted into law. The law states, in part:

- “(a) Electric generating facilities and power plants in California are essential facilities for maintaining and protecting the public health and safety of California residents and businesses.
- (b) It is in the public interest to ensure that electric generating facilities and power plants located in California are effectively and appropriately maintained and efficiently operated.”

This RFP is in partial response to the program requirements of these pieces of legislation.

1.3 Objectives

The overall objective is to ensure that the power plants are maintained and operated in a prescribed manner that precludes any unnecessary plant shutdowns or power curtailments leading to a reduction of available power and potentially contributing to higher market power prices.

The purpose of this RFP is to contract for consultant services to provide steam power plant operator training to the Utilities Engineers assigned to the Commission's Power Plant Outage Inspection Team, with the objective of having a well-trained staff who can accurately assess the physical condition of and the maintenance practices at power generation facilities.

1.4 Organization of the Remainder of the RFP

The rest of this RFP is organized as follows:

- Section 2 presents a Detailed Scope of Work,
- Section 3 describes the Minimum Qualifications for Proposers/Bidders,
- Section 4 details the Proposal Requirements,
- Section 5 details Preference Program Requirements,
- Section 6 provides the Required Attachments, and
- Section 7 presents the Sample Standard Agreement (STD 213).

2. Detailed Scope of Work

2.1 Overview

This section discusses the overall work scope for the consultant services. Broadly, the consultant services involve providing steam power plant operator training to the CPUC's team of 10-15 Utilities Engineers through the use of simulation software and conjunctional classroom training with fully developed curriculums and course materials. Power plant types to be addressed include natural gas-fired steam plants. The training and/or material shall be geared toward participants with basic knowledge on power plant fundamental systems.

2.2 Objectives and Tasks

The principal work of the Consultant under this proposal will be to provide the following training and/or material to CPUC staff at the CPUC office located in San Francisco, California:

- 1) Provide three (3) months of unlimited access to simulation software compatible with Windows Operating System for natural gas-fired steam plants.
- 2) Provide instructional personnel to conduct three (3) weeks of hands-on classroom training in conjunction with using the simulation software. The three (3) weeks of curriculum shall focus on:
 - Standard piping and instrumentation diagram symbols and its application in simple control loops
 - Operating procedures including startup and shutdown sequences
 - Abnormal and malfunction scenarios, their troubleshooting techniques and proper corresponsive remedial actions
 - Operating strategies and/or techniques for optimum plant efficiency
 - Operational hazards and safety issues
 - Operational causes and effects among intricate components, systems and subsystems including, but not limited to:
 - Steam Boilers
 - Super-heaters
 - Reheaters
 - Economizers
 - Hot and Cold Reheat Systems
 - Air Preheating Systems
 - Boiler Furnaces
 - Steam Turbines
 - Generators
 - Condensers
 - Condenser Vacuum and Backpressure Systems
 - Cooling Towers
 - Circulating Water Pumps
 - Boiler Feed Pumps
 - Condensate Pumps

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- Circulating Water Systems
- Electrical Systems
- Fuel Supply Systems
- Combustion Air Supply Systems
- Instrumentation and Digital Control Systems (DCS)
- Boiler and Steam Turbine Trip Logic Systems
- Boiler Flame Protection Systems
- Boiler Emissions Compliance Systems (SCR, Burner Control, IFGR, etc)
- Water Chemistry Control and Supply Systems
- Balance of Plant Auxiliary Systems
- Boiler Feedwater Regulation/Drum Level/Steam Flow Control Systems

3. Minimum Qualifications for Proposers/Bidders

3.1 Overview

This section presents the minimum requirements, education and experience in order to perform the scope of work as outlined in this RFP.

3.2 General Experience

The Commission is seeking training organizations with extensive experience in the training of power plant operators and personnel. The ideal proposer/bidder will have instructors who are ex-plant shift supervisors or plant control operators with hands-on plant operator experience and who are proficient with the simulation software.

3.3 Minimum Qualifications for Proposers/Bidders

Ideal proposer/bidder will have instructors who have worked in natural gas or oil fired steam boiler power plants and have the following minimum qualifications:

- High school graduation or GED and five (5) years experience in the position of Power Plant Control Operator or Shift Supervisor
- Three (3) years experience as a power plant simulator instructor

Possession and knowledge of the following would be a plus:

- Ten (10) years experience as a Power Plant Control Operator
- Licensed Power Plant Operator
- Certified Power Plant Instructor
- Completion of recognized power plant operator and simulator training program
- B.S. Degree in Engineering

4. Proposal Requirements and Information

4.1 Time Schedule for Submission and Review of Proposals

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It is recognized that time is of the essence. All proposers/bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times. The following table shows the timetable of events for all proposal submittal for this RFP:

Table 4.1: Timetable of Events

Event	Date*
Request for Proposal (RFP issued and advertised)	May 25, 2004
Deadline for written questions regarding this Request for Proposal	June 2, 2004
Proposals are submitted no later than 5:00 p.m.	June 10, 2004
Evaluation of written bids complete	June 15, 2004
Public bid opening held at 505 Van Ness Avenue	June 16, 2004
Proposed award notice posted at 505 Van Ness Avenue	June 16, 2004
Contract awarded (if no protest filed by deadline)	June 23, 2004
Contract approved and signed by the Commission & Consultant (date approximate) and approved by Department of General Services (DGS)	June 30, 2004
Contract work starts	June 30, 2004

* Dates reflected herein are only tentative and may be subject to change.

4.2 Work Plan and Schedule Requirements

The proposer/bidder shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

- a) Project Personnel
(List all personnel who will be working on the project and their titles)
- b) Facilities and Resources
(Explain where the services will be provided and what type of equipment is needed to perform the services)

4.3 Cost Detail Format

The proposed work should be broken down into an outline in a Work Plan and Work Schedule for the purpose of this proposal. The total costs of all tasks and milestones cannot exceed \$36,000.00 including expense and/or time incurred through traveling. All travel expenses are subject to STD state reimbursement guidelines. Use the Sample Cost Proposal Worksheet (Section 6, Attachment 3) as a guide in preparing your cost proposal.

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4.4 Format of Proposal

The proposal shall include the following information:

Overview of Proposal

Describe the purpose and objective of the consultant services and how the proposal is arranged.

Proposers/Bidders Business Information

- State your firm's name, address, and, if applicable, the branch office and any subcontractors that would perform or assist in performing any of the work.
- Designate persons authorized to act on behalf of your firm during contract negotiations.
- State your earliest available starting date.
- State the names, addresses, and telephone numbers of the key personnel of your firm who would be working as Consultants. Include a copy of each key staff member's resume.
- Include a management and organization chart of the proposed organization, including any Prime Contractor and subcontractor relationships.
- Show the proposed relationships between the project coordinator, key personnel, support staff and other resources that are expected to participate in the project, showing which aspects of the work each person will be responsible for performing and the approximate percentage of his/her time devoted to the project.
- If subcontractors are a part of the proposer/bidder's team, the requested information, including current resumes, must be provided for them as well as the Prime Contractor. In addition, copies of the contract/agreement between the subcontractor and prime contractor must be provided upon request of the Team Manager and prior to the use of the subcontractor.
- The proposal should designate the key personnel assigned to this contract with the understanding that the Commission will require that all professional work billed under this contract be performed by the identified personnel, with approximately the same time commitment as indicated in the organization chart.

Technical Issues

Address and discuss the technical issues involved in performing these consultant services, including those presented in this RFP.

Work Tasks

Submit a detailed work plan for accomplishing the tasks outlined in this RFP. A detailed work plan should including the followings:

- Describe the management process by which the deliverables specified in the Scope of Work will be accomplished.
- Describe your firm's management procedures for planning, scheduling, and budgeting, as well as the procedures to be used in controlling time used, dollars spent, and quality control over deliverables.
- Describe the specific steps your firm intends to complete in performing the project tasks.

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- Describe prospective arrangements to remain in contract and to coordinate with the Commission's Program Manager and consultant team.

Project Schedule

Submit a schedule for accomplishing the tasks and delivering work products. The proposer/bidder should provide a conservative project timeline that estimates the number of days to complete each task element identified in the work plan, identifies and accounts for all possible delays, and meets the target deadlines with a high degree of certainty.

Staff Plan

The proposal should include the personnel assigned to each task and the number of hours for each staffing type or staff level needed to complete each deliverable.

Qualifications

The proposal should also include the following supporting documentation:

- Describe all applicable qualifications and provide detailed explanation of special capabilities directly related to conducting the required consultant services.
- Fully describe all previous experience performing expert consultant service required under this RFP, and provide examples of previous deliverables.
- Fully describe all previous contract work done with any of the investor owned or municipal utilities in California in the past five years.
- Provide the Commission with two to five examples of previous work products.
- Provide a list of similar previous consulting services and list of references.

Forms and Attachments

Attachments to be submitted with the proposal are provided in Section 6.

4.5 Submission Procedures

Proposers/bidders must comply with the following submission requirements:

- 1) Proposals should provide straightforward and concise descriptions of the proposer's/bidder's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- 2) Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings).
- 3) All proposals must be submitted under **sealed** cover and received at the Commission by June 9, 2004 by 5 p.m., PST. Proposals received after this date and time will not be considered.
- 4) A minimum of four (4) copies of the proposal must be submitted.

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- 5) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- 6) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(RFP 03PS5440)
(Steam Power Plant Operator Training)
Firm XYZ
City, State Zip Code
DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer/bidder must be provided.

The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal - DO NOT OPEN".

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- 7) All proposals shall include the documents identified in Section 6, Attachment 1, Checklist. Documents in your proposal must appear in the order that they are listed in Section 6, Attachment 1. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- 8) Proposals must be mailed or delivered to the following address:

California Public Utilities Commission
ATTN: Ivan Jen, Contracts Analyst
505 Van Ness Avenue, Room 2004
San Francisco, CA 94102-3298
- 9) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- 10) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer/bidder from full compliance with all requirements if awarded the agreement.
- 11) Costs for developing proposals are entirely the responsibility of the proposer/bidder and shall not be charged to the State of California.

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- 12) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet in Section 6. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- 13) A proposer/bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- 14) A proposer/bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer/bidder or an agent authorized in accordance with Number 12 above. A proposer/bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 15) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 16) The awarding agency reserves the right to reject all proposals for reasonable cause. If all proposals exceed the authorized budget, the agency is not required to award a contract.
- 17) Proposers /bidders are cautioned not to rely on the State during the evaluation process to discover and report to the proposer/bidder any defects and/or errors in the submitted documents. Proposers/bidders, before submitting their documents, should carefully proof read them for errors and adherence to the RFP requirements.
- 18) Where applicable, proposer/bidder should carefully examine work sites and specifications. Proposer/bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- 19) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer/bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer/bidder. If there is reason for believing that collusion exists among the proposer/bidder, none of the participants in such collusion will be considered in this or future procurements.
- 20) A proposer/bidder must disclose any ongoing work or proposed work for any electric generation facility or CPUC-regulated electric utility or any of their subsidiaries and affiliates. Detailed information for this disclosure must include, but is not limited to, 1) Type of entity, 2) Amount paid for services, and 3) Nature of services performed or proposed to be performed. An explanation of the degree to which there is a conflict of interest between that work and the work proposed for this RFP is required. The evaluation process will encompass a review of this disclosure to determine if potential conflicts exist and will be reflected in the overall scoring of the proposals.

4.6 Evaluation Procedures

The following process will be used to evaluate the Consultants services proposals:

- a) After the bid deadline, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) The State will put each proposal through a process of evaluation to determine its responsiveness to the State's needs.
- c) Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the proposer/bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

d) Final selection will be based on responsive proposal with the lowest cost.

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Proposal Evaluation Steps

Step 1

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 80 points must be achieved in this phase to be considered responsive. (A responsive proposal is one that meets or exceeds the requirements stated in this RFP.) The Commission, based on information presented above under Section 4.5 Submission Procedures, established these criteria. Below are rating categories:

- 50%: Content of training curriculum proposed (20%), quality of instructional materials (20%), and existence of developed curriculums (10%)
- 50%: Past experience (35%), references and curriculum vitae of the instructors (15%)

The maximum possible score in Step 1 will be 100. All bidders who score at or above 80% of the total points in Step 1 will become semi-finalists and will move to Step 2.

Step 2

This step consists of opening and evaluating the sealed cost proposals. All proposals that enter Step 2 will have received 80 points or more in Step 1 and are considered fully capable of performing the required services. The sealed envelopes containing the bid price and cost information for the proposals that meet the format requirements and standards shall then be publicly opened and read. The agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in this RFP. If no proposals are received containing bids offering a price, which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an agreement (Public Contract Code 10344 (d), 10377 (d)).

4.7 Award and Protest

Contract awards and protests will be governed by the following terms:

- a) Whenever an agreement is awarded under a procedure that provides for competitive bidding, but the agreement is not to be awarded to the finalist who is also the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any proposer/bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any proposer/bidder, prior to the award of agreement, files a protest with the awarding agency on the grounds that the protesting proposer/bidder is the lowest responsible proposer/bidder, the agreement shall not be awarded until either the protest has been withdrawn **or the Department of General Services has decided the matter.**
- d) Within five (5) days after filing the initial protest, the protesting proposer/bidder shall file with the **Department of General Services** and the awarding agency a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the **Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, West Sacramento, California 95605.** A copy of the written protest must be mailed to the Commission at the address in Section 4.5, item 8. It is suggested that you submit any protest by certified or registered mail.
- e) Upon award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the proposer/bidder has not submitted this form to the awarding agency within the last three (3) years.

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4.8 Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposer's /bidder's proposal, shall be held in the strictest confidence until the "Letter of Intent" (contract award) is posted.

Proposal packages may be returned only at the proposer's/bidder's expense, unless such expense is waived by the awarding agency.

4.9 Standard Conditions of Service

The following standard conditions of service will be enforced:

- a) Service shall be available no later than June 30, 2004, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second lowest proposer/bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- c) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site www.dgs.ca.gov/contracts.
- d) No oral understanding or agreement shall be binding on either party.

5. Preference Programs

The standard contract language for the preference programs can be found at the Internet web sites listed below:

5.1 Small Business Enterprise (SBE)

Standard contract language for Small Business Enterprise (SBE):

www.osmb.dgs.ca.gov/program.htm

The Office of Small Business Certification and Resources (OSBCR) offers program information and may be reached at:

Department of General Services

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Office of Small Business Certification and Resources
707 3rd Street 1st Floor Room 400
West Sacramento, CA 95605
Homepage: <http://www.dgs.ca.gov/osbcr>
Receptionist: (916) 375-4940 or (800) 559-5529
24-Hour Recording & Mail Request call (916) 322-5060

5.2 Disabled Veteran Business Enterprise Participation Program Requirements

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this contract. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program.

DVBE requirements are waived for this Request for Proposal.

Standard contract language for the Disabled Veteran Enterprise Program (DVBE):
<http://www.documents.dgs.ca.gov/pd/dvbe/dvbereq.pdf>

To view the DVBE package and obtain the required submittal forms, go to the web site listed above. Advertising requirements for Step 3 of the Good Faith Effort are waived.

If you have further questions regarding DVBE, please contact the contracting official below:

Ivan Jen at (415) 355-4994, E-Mail: ivn@cpuc.ca.gov or
Robert Smith at (415) 703-2482, E-Mail: res@cpuc.ca.gov, FAX: 415-703-5922

6. Required Attachments

A complete proposal or proposal package will consist of the items identified below. For your proposal to be responsive, all required attachments must be returned. If an attachment is not applicable to your firm, you must indicate "Not Applicable" on the form, sign it, and return it with your proposal. Attachments 1 through 5 are applicable to all bidders.

- Attachment 1: Attachment Check List
- Attachment 2: Proposal/Proposer Certification Sheet
- Attachment 3: Cost Sheet (submitted under separate cover)
- Attachment 4: Proposer/Bidders References
- Attachment 5: Disabled Veteran Business Enterprise Participation Forms and Instructions **(Waived)**

Section 6 contains copies of Required Attachments 1 through 4 that are a part of this agreement. Attachment 5 must be downloaded from the Department of General Services web site. If you are unable to download Attachment 5, please contact Ivan Jen at email address ivn@cpuc.ca.gov or phone number (415) 355-4994 or Robert Smith at email address res@cpuc.ca.gov or phone number (415) 703-2482.

ATTACHMENT 1REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer/Bidder References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions. The standard contract language for the Disabled Veteran Enterprise Program (DVBE) can be found at the Internet web site http://www.pd.dgs.ca.gov/dvbe/default.htm . To view the DVBE package and obtain the required submittal forms, go to this web site.

DVBE Requirements are Waived.

<http://www.documents.dgs.ca.gov/pd/dvbe/dvbereg.pdf>

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ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return the "Sample Standard Agreement" at the end of this RFP.

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Sealed Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer/Bidder Certification Sheet

Complete the numbered items on the
Proposal/Proposer/Bidder Certification Sheet by following the instructions below:

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3COST PROPOSAL WORKSHEET

DIRECT LABOR**	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate	_____ @	_____	_____
Fringe Benefits	_____ @	_____	_____
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
		\$ _____	
TOTAL COSTS			\$ _____

**Including reasonable travel time. Reasonable travel time to be defined as the time it takes to travel, round trip, directly from the home office of the consultant to the CPUC work location, using the most efficient form of transportation.

ATTACHMENT 4PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive. If you are determined to be the low proposer/bidder, you may be called upon to provide this information.

1. On a separate sheet of paper briefly explain why you believe your firm is qualified to perform the work described in this RFP. Attach additional sheets if necessary.
2. List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

ATTACHMENT 5

Disabled Veteran Business Enterprise Participation Forms and Instructions

<http://www.documents.dgs.ca.gov/pd/dvbe/dvbereg.pdf>

DVBE requirements are waived.

7. Sample Standard Agreement Language

Section 7 contains a sample of Standard Agreement Language (Exhibits). These documents are provided for your information and will be incorporated into the final agreement for services. The provisions in the Standard Agreement Exhibits are non-negotiable, and any attempt by a bidder to modify these provisions may result in rejection of the bidder's proposal. **Do not return the documents in Section 7 with your proposal.**

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to California Public Utilities Commission (type of service) as described herein:

(Brief overview of services to be provided.)

2. The services shall be performed at (location).
3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:
- Specifications, requirements
 - Personnel, staffing
 - Coordination
 - Results, deliverables
 - Timelines, progress reports
 - Evaluation, acceptance

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

CA Public Utilities Commission
Attn: Robert Smith, Unit Supervisor
Contracts Office, 2nd Floor
505 Van Ness Avenue, Room 2004
San Francisco, CA 94102-3298

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts
This agreement will adhere to GTC-304.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Public Utilities Commission's Executive Director within ten (10) days of discovery of the problem. Within ten (10) days, the agency's Executive Director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the CA Public Utilities Commission shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. Subcontracts

Except for subcontracts previously identified and approved by the Commission's Contract Manager, Contractor shall submit any new or proposed replacement subcontracts to the State for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the State. Upon termination of any sub-contract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. The Agreement shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

3. Relationship with Contractor and Subcontractor

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not deal with subcontractors except through Contractor's Contract Manager.

All requests for changes of work within this contract shall be in writing between the Contract Manager for Commission and the Contract Manager for Contractor.

4. Assignment

Contractor may not transfer by assignment, subcontract, or the performance of this contract or any part thereof unless the prior written approval of State as to each such assignment or subcontract has been secured.

Contractor may not, without prior written consent of State, assign any other right that it may have under this contract except the right to receive the entire amount of any one or more payments which become due hereunder; provided that such assignment is expressly made subject to all defenses, set offs or counter claims which would be available to State against Contractor in the absence of such assignment. Such assignment must be in writing and delivered to State not less than 15 days prior to the rendering of any invoice, or simultaneously with the rendering of any invoice and attached conspicuously to said invoice.

State's consent to one or more assignments or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract.

In the event of any subcontract hereunder to which the State has consented, each such subcontract shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of State.

**EXHIBIT E
(Standard Agreement)**

5. Commission Staff

Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

6. Use of State Personnel

Contractor will not be permitted to use State personnel for the performance of services that are the responsibility of Contractor unless such use is previously agreed upon in writing by the Commission's Contract Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

7. Changes in Time for Performance of Tasks

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Contract Manager. However, the term of the contract, the total contract price, and scope, as well as all other terms may be altered only by formal amendment of this contract.

8. Change of Personnel

Contractor and Subcontractor's key personnel as indicated in the attached resumes contained in Appendix 1 may not be substituted without the Commission's Contract Manager's prior written approval.

9. Ownership of Data

Data developed for this contract shall become the property of the State. It shall not be disclosed without the permission of the Commission's Contract Manager. Each report shall also become the property of the State and shall not be disclosed except in such manner and such time as the Commission's Contract Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 10 below.

10. Confidentiality of Data/Nondisclosure Agreement

The Consultant ("Signatory"), by signing this Agreement agrees to perform the task(s) under this Agreement. The signatory recognizes that it must have full and unfettered access to information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this information may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the Commission Staff has broad statutory authority to compel the production of such information subject to the provisions of Public Utilities Code 583 and General Order 66-C. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of a public hearing or with permission of the Commission.

The Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-C, and agrees to be subject to and to fully comply with these legal provisions in discharging its responsibilities. Such compliance includes abiding by the terms of prohibiting public

**EXHIBIT E
(Standard Agreement)**

disclosure of confidential information and submitting to the jurisdiction of the Commission for the purposes of enforcing Public Utilities Code Section 583.

The Signatory further recognizes that much of the information obtained during the course of its work for the Commission may be subject to other privileges for nondisclosure, and may not be disclosed without the consent of the Commission or its Staff. The privileges include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent, and to return all documents obtained during the course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

The Signatory will not comment publicly to the press or any other media regarding its work, or the Commission's action on the same, except to the Commission Staff, Signatory's own personnel and/or subcontractors involved in the completion of tasks under this agreement, or at a public hearing, or in response to questions from a legislative committee.

In addition, the Signatory agrees that prior to commencement of any work associated with this Agreement, the signatory shall: (1) provide a copy of this section of the Agreement, Public Utilities Code Section 583 and General Order 66-C to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are such to these legal provisions and must comply with the Confidentiality of Data/Nondisclosure Agreement.

Ninety days after any document submitted has become a part of the public records of the State, Signatory may at its own expense, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

11. Termination-Bankruptcy

In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five days' notice in writing to the Contractor.

12. Termination at State's Option

State may at its option terminate this contract, with or without cause, at any time upon giving 30 days notice in writing to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

**EXHIBIT E
(Standard Agreement)**

13. Termination in Event of Breach

In the event of any breach of this contract, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

14. Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

15. Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.
- B. In the event this contract is terminated as provided in Paragraph 15.A above, State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

16. Statement of Economic Interest

Contractor shall execute Fair Political Practices Commission Form 700, "Statement of Economic Interests," to identify all covered economic interests in electric and gas entities including utilities, marketers, producers, generators, transmission companies, and distribution companies. The State may terminate this contract if the Contract Manager determines that such economic interests constitute an unacceptable conflict of interest in the performance of the contract.

17. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

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EXHIBIT E
(Standard Agreement)

18. **Captions**

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

19. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

20. **Counterparts**

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.